

**UNIVERSITY OF CALIFORNIA  
LOS ALAMOS NATIONAL LABORATORY  
NON-DISCLOSURE AGREEMENT  
(UNILATERAL-OUT)  
«PIA»**

I. This Agreement is between **Company**, having an office at **Address, City, State, Zip**, and The Regents of the University of California (University), operator of the Los Alamos National Laboratory under Contract No. W-7405-ENG-36 with the U.S. Department of Energy.

II. WHEREAS the University (the Discloser) desires to disclose information, some of which may be Proprietary Information as defined below, to **Company** (the Recipient) for the purpose of **PURPOSE (explained in e-mail message)**; and WHEREAS the Discloser further desires to protect such Proprietary Information from unauthorized disclosure and use under the terms and conditions contained herein.

III. The parties agree as follows:

1. For the purpose of this Agreement, Proprietary Information means all Information which relates to **NON PROPRIETARY DESCRIPTION OF DISCUSSION AREAS** and which is disclosed hereunder by the Discloser to the Recipient for the purpose of **PURPOSE (explained in e-mail message)**; provided that, when disclosed, such Information is in written or other permanent form and is identified as such by the Discloser by clear and conspicuous markings. Any Information disclosed in unwritten form shall be considered Information hereunder, but only to the extent it is identified as proprietary at the time of original disclosure and thereafter summarized in writing with clear and conspicuous markings, and transmitted by the Discloser to the Recipient within **fourteen (14) days** of the unwritten disclosure.

2. The Recipient shall preserve Information received from the Discloser in confidence for a period of **three (3) years** from the date of disclosure. During this period the Recipient shall not, directly or indirectly, use, exploit or disclose such Information to any third party without written authorization from the Discloser. Further, the Recipient may disclose Information received under this Agreement only to those of its employees, contractors, agents, affiliates, consultants and employees thereof who are U.S. citizens or Permanent Resident Aliens located within the United States and who need to know the Information for the purpose set out herein, and who, prior to such disclosure, indicate in writing their agreement to comply with the restricted use and non-disclosure provisions of this Agreement. This requirement is satisfied if the Recipient requires its employees to comply with these provisions by a written employment agreement containing confidentiality and non-disclosure terms. Additional restrictions agreed to by the parties must be made in writing signed by the parties and attached to this Agreement. The obligations of this paragraph shall be considered satisfied by the Recipient through the exercise of the same degree of care used to restrict disclosure and use of its own Information of like importance.

3. Information received under this Agreement shall not be mechanically or electronically copied or otherwise reproduced by the Recipient without the written consent of the Discloser, except for such copies as may be required for the purpose set out herein. All copies shall contain the same marking designations which appear on the original Information.

4. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall expire **one (1) year** from the effective date set forth below unless terminated earlier. Termination or expiration of this Agreement for any reason shall not relieve the Recipient of any obligation to preserve Information received prior to termination or expiration, pursuant to Paragraph 2, and all such obligations shall continue until expiration of the period set forth in Paragraph 2.

5. This Agreement shall not restrict disclosure or use of Information that is:

a. known to the Recipient without restriction as to further disclosure prior to its disclosure by the Discloser and such prior knowledge can be established, or thereafter is developed independently by the Recipient without any use of Information; or

b. obtained without restriction as to further disclosure from a lawful source other than the Discloser through no breach of confidence by such source; or

c. in the public domain when received, or thereafter enters the public domain through no fault of the Recipient; or

d. disclosed by the Discloser to a third party, including the United States Government, without restriction as to further disclosure. The Recipient agrees that Discloser's disclosure of Information to employees of the United States Government subject to 18 U.S.C. 1905 is not subject to this Paragraph.

6. Information shall remain the property of the Discloser. Neither this Agreement nor the disclosure of Information hereunder shall be construed as granting any right or license express or implied under any inventions, patents, or copyrights now or hereafter owned or controlled by the Discloser.

7. Information, and other technical information, transmitted between the parties under this Agreement shall be addressed as set forth below, or as otherwise designated by written notice

Company Name  
Address

City, State, Zip  
Attn: Technical Contact

Telephone:

Fax:

University of California

Los Alamos National Laboratory

P. O. Box 1663, MS \_\_\_\_

Los Alamos, NM 87545

Attn: Technical Contact

Telephone:

Fax:

Other communications relating to the administration of this Agreement shall be addressed as follows:

Company Name

Address

City, State, Zip

Attn: Technical Contact

Telephone:

Fax:

University of California

Los Alamos National Laboratory

P. O. Box 1663, MS C333

Los Alamos, NM 87545

Attn: Patricia Grall

Telephone: (505) 665-3441

Fax: (505) 665-3125

8. Upon expiration or early termination of this Agreement, the Recipient shall cease use of Information received from the Discloser and shall, upon written request, utilize its best efforts to destroy all such Information, including copies thereof, then in its possession or control. Alternatively, at the written request of the Discloser, the Recipient shall return all such Information, including copies thereof, to the Discloser. Notwithstanding the other provisions of this paragraph, the Recipient may retain one copy of such Information, but only for archival purposes.

9. Each party shall bear all costs and expenses incurred by it under or in connection with this Agreement. Nothing in this Agreement shall be construed as an obligation by either party to enter into a contract, subcontract, or other business relationship.

10. The rights and obligations provided by this Agreement shall take precedence over specific legends or statements associated with Information when received.

11. This Agreement contains the entire understanding between the parties, superseding all prior or contemporaneous communications, agreements, and understandings between the parties with respect to the disclosure and protection of Information. This Agreement shall not be amended except by further written agreement executed by the duly authorized representatives of the parties.

12. The Recipient and their employees, contractors, agents, affiliates, consultants and employees thereof shall not use or disclose any Information or any other information disclosed hereunder in

any manner contrary to the laws and regulations of the United States of America, or any agency thereof, including but not limited to the Export Administration Regulations of the U.S. Department of Commerce.

13. This Agreement shall not constitute any representation, warranty or guarantee to the Recipient by the Discloser with respect to non-infringement of patents or other rights of any other party.

14. The Discloser shall not be liable to the Recipient for any errors or omissions in the Information disclosed by it under this Agreement nor for the use or the results of the use of the Information by the Recipient.

15. Each party represents that it is not now a party to, and shall not enter into any agreement in conflict with this Agreement.

16. Where a court of competent jurisdiction declares any provision of this Agreement to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.

17. This Agreement shall be effective as of the date of the later signature below.

18. This Agreement may be signed in one or more counterparts (including faxed copies), each of which shall be deemed one and the same original.

IN WITNESS WHEREOF, the parties have caused this Agreement (NDA#) to be executed by their duly authorized representatives.

**Company Name**

**The Regents of the University of  
California  
Los Alamos National Laboratory**

by \_\_\_\_\_

by \_\_\_\_\_

Signature Name

Title:

Patricia Grall

Title: Technology Transfer Specialist, TT

Date: \_\_\_\_\_

Date: \_\_\_\_\_